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6 Henderson Hyundai Superstore, Inc.

7 **UNITED STATES DISTRICT COURT**

8 **DISTRICT OF NEVADA**

9  
10 LA SHARON ADKINS; )  
Plaintiff, ) **CASE NO.: 2:12-cv-01612-GMN-GWF**  
11 )  
12 vs. ) **STIPULATED PROTECTIVE ORDER**  
13 HENDERSON HYUNDAI SUPERSTORE, )  
INC., and ADVANSTAFF, INC. )  
14 )  
Defendant. )  
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16 COMES NOW Defendant Henderson Hyundai Superstore, Inc., by and through its counsel of  
record Janet C. Pancoast, Esq. of CISNEROS & MARIAS, Plaintiff La Sharon Adkins, by and  
through her counsel of record Lawrence W. Freiman, Esq. of FREIMAN LAW, PLLC, and  
Defendant Advanstaff, Inc. by and through its counsel of record Peter B. Mortenson, Esq. of  
MORTENSON & RAFIE and each by their respective counsel and pursuant to Rule 26(c) of the  
Federal Rules of Civil Procedure, hereby respectfully move this Court to enter this Stipulation  
Protective Order to facilitate the production and treatment of privileged, proprietary and/or  
confidential information in the above-captioned action, and deeming it just and proper and for other  
good cause, it is hereby STIPULATED:

1. For the purpose of this Protective Order, "Litigation Material" shall mean all documents, testimony or other information produced, served, or filed by one or more of the Parties or a non-party in connection with formal or informal discovery, hearing or other proceedings (whether in the form of depositions, transcriptions, interrogatory answers, document productions, responses to requests for admission or otherwise), or in any pleadings, motions, affidavits, declarations, briefs or other documents (or exhibits thereto) submitted to the Court.
2. For the purpose of this Protective Order, "Confidential Information" shall mean all Litigation Material that the producing Party or non-party has designated in good faith as "**PRIVILEGED, PROPRIETARY AND/OR CONFIDENTIAL**" in accordance with this Protective Order.
3. By way of example, and not by limitation, "Confidential Information" may include or be included in documents, employee records, summaries, notes, abstracts, e-mails, drawings and any instruments that comprise, embody or summarize a matter that any Party or non-party reasonably and in good faith believes is privileged, confidential or proprietary and desires not to be made public.
4. Confidential Information designated by a Party or non-party as "**PRIVILEGED, PROPRIETARY AND/OR CONFIDENTIAL**" is information which the designating Party or non-party in good faith believes constitutes or contains privileged personal, proprietary or business, and financial information or information that will unduly invade the personal privacy of individual employees or agents of the disclosing party.
5. This Protective Order is designed to facilitate discovery and production of documents and other information in this action that the producing Party or non-party considers to be

1 Confidential Information. For purposes of this Protective Order, the words "Party" and  
2 "nonparty" shall include directors, officers, employees, and agents of any Party or non-party.

3 6. No person governed by this Protective Order shall disclose or use, or cause to be disclosed or  
4 used any Confidential Information except in connection with this action and as permitted by  
5 this Protective Order. No Confidential Information shall be used for any business,  
6 commercial, competitive, personal, or other purpose unrelated to the conduct of this action by  
7 anyone other than the producing party. Confidential Information shall not be disclosed to  
8 any person without the prior written consent of the producing Party, or non-party, or an  
9 order of this Court, except as provided in this Protective Order.  
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11 7. Subject to the provisions of this Protective Order, Confidential Information that a producing  
12 Party or non-party has designated as "PRIVILEGED, PROPRIETARY AND/OR  
13 CONFIDENTIAL" may be disclosed to the following:

14 a. counsel for any Party in this action and all employees and staff thereof;  
15 b. the Court, its employees and clerks including, without limitation, its court reporters,  
16 provided that the Confidential Information is filed or disclosed in accordance with  
17 the terms of this Protective Order;  
18 c. two (2) in-house designees for each of the Parties;  
19 d. a person (including corporate representatives other than those identified in  
20 Section 7(c), above) who is noticed for depositions or subpoenaed to testify at a  
21 hearing in this action to the extent that it reasonably appears that the person  
22 authored or received the Confidential Information or was involved in the  
23 generation of its subject matter;  
24 e. expert witnesses and/or consulting experts retained by counsel of record on behalf of  
25 the Parties solely for purposes of this litigation; and  
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1 f. stenographers or other persons preparing transcriptions of testimony in this action,  
2 provided, however, that no disclosure of such Confidential Information, or any  
3 copy, excerpt, or summary thereof, or the information contained therein shall be  
4 made to any person identified in Paragraphs 7(c), 7(d), or 7(e) until such person  
5 has first been shown and has read a copy of this Protective Order and has agreed,  
6 in writing, to be bound by its terms by signing a copy of the Acknowledgement  
7 and Agreement to Maintain Confidentiality ("Confidentiality Agreement")  
8 attached to this Protective Order as Exhibit A.  
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10 8. All persons who obtain Litigation Material designated as Confidential Information shall take  
11 all necessary and appropriate measures to maintain the confidentiality of the Confidential  
12 Information, shall disclose such information only to persons authorized to receive it under  
13 this Protective Order, and shall retain such information in a secure manner.

14 9. All persons governed by this protective Order, by reviewing Confidential Information and  
15 having signed a Confidentiality Agreement, shall agree to the jurisdiction of this Court over  
16 their person for the purpose of any action seeking to enforce the terms and conditions of this  
17 Protective Order, or for any action for contempt for violation of this Protective Order.  
18 Counsel obtaining a signed Confidentiality Agreement as required under this Protective  
19 Order will retain the original.  
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21 10. The producing Party or non-party shall have the right to designate any Confidential  
22 Information that it believes reasonably and in good faith deserves such designation as  
23 "PRIVILEGED, PROPRIETARY AND/OR CONFIDENTIAL." Information shall be  
24 marked "PRIVILEGED, PROPRIETARY AND/OR CONFIDENTIAL" in a readily visible  
25 or noticeable manner at the time the information is furnished to the receiving Party or at any  
26 time thereafter. In order to expedite the discovery process, a Party or non-party may initially  
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1 produce documents or things for inspection before making the "PRIVILEGED,  
2 PROPRIETARY AND/OR CONFIDENTIAL" designation on the face of each document,  
3 provided that the producing Party or nonparty marks the documents in accordance with the  
4 provisions of the Protective Order when copies are made and produced to the receiving Party.

5 11. In the case of documents, Confidential Information shall be designated by a stamp or  
6 designated on each such document prior to production or service. Any person photocopying  
7 or otherwise duplicating Confidential Information shall ensure that the "PRIVILEGED,  
8 PROPRIETARY AND/OR CONFIDENTIAL" designation appears clearly on any such  
9 copies or duplicates. To the extent that material stored or recorded in the form of electronic  
10 or magnetic media (including information, databases or programs stored on computers, disks,  
11 networks or tapes) ("Computer Data") is produced by a Party or non-party in such form, the  
12 producing Party or non-party may designate such material as Confidential Information if the  
13 material otherwise meets the requirements for such designation under this Protective Order,  
14 by cover letter referring generally to such material and designating it as "PRIVILEGED,  
15 PROPRIETARY AND/OR CONFIDENTIAL."

16 12. Any testimony given in any deposition or hearing in this action may be designated as  
17 "PRIVILEGED, PROPRIETARY AND/OR CONFIDENTIAL" by the producing Party or  
18 non-party by making such designation on the record. The testifying Party or non-party also  
19 may make such designation in writing to the court reporter if the designations are made  
20 within thirty (30) days after the transcript has been made available to them, and notice of  
21 such designation is sent to all counsel of record. The court reporter shall then separately  
22 transcribe and bind those portions of the testimony designated as containing Confidential  
23 Information and shall mark the face of the transcript with the words "PRIVILEGED,  
24 PROPRIETARY AND/OR CONFIDENTIAL" as directed by counsel for the producing  
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1 Party or non-party and seal the Confidential Information in a separate envelope. Whenever  
2 any document designated as "PRIVILEGED, PROPRIETARY AND/OR CONFIDENTIAL"  
3 is identified as an exhibit in connection with testimony given in any deposition or hearing, it  
4 shall be so marked. Nothing in this Protective Order shall be intended or interpreted to limit  
5 a Party's right to use Confidential Information at any hearing in this matter, subject to the  
6 provisions of this Protective Order or any order of the Court at this time.  
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8 13. Any Party that desires to disclose Confidential Information (whether by way of verbatim or  
9 summary reference or as an exhibit) in any filing to the Court shall file it with a request that  
10 it be kept under seal in an envelope conspicuously labeled "CONFIDENTIAL – FILED  
11 UNDER SEAL PURSUANT TO PROTECTIVE ORDER." Upon a proper request, this  
12 Court shall determine whether such Confidential Information will be maintained under seal.

13 14. A Party receiving Confidential Information may at any time notify the producing Party or  
14 non-party, in writing, or in the case of a deposition, either upon the record of a deposition, or  
15 in a letter writing, of their objection to the designation of information as "PRIVILEGED,  
16 PROPRIETARY AND/OR CONFIDENTIAL." In that event, the Parties or non-parties shall  
17 attempt to resolve any challenge in good faith on an expedited and informal basis. If the  
18 challenge cannot be expeditiously and informally resolved, the Party requesting the removal  
19 of the confidential designation may apply for an appropriate ruling from this Court. The  
20 Party or non-party designating Litigation Material as Confidential Information shall have the  
21 burden of showing good cause why the material should be so designated. The Confidential  
22 Information in issue shall be treated as Confidential Information pursuant to this Protective  
23 order until the Parties and/or non-parties agree or the Court rules otherwise. A Party shall  
24 not be obligated to challenge the propriety of the designation of any Confidential  
25 Information. Failure to challenge the designation of Confidential Information shall not  
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1 preclude any subsequent objection to the designation or any motion seeking permission to  
2 disclose such Confidential Information to persons not referred to in this Protective Order.  
3 Nothing shall affect any Party's right to seek modification of this Protective Order.

4 15. Inadvertent or unintentional disclosure of Confidential Information or of information that a  
5 producing Party or non-party intends to designate as Confidential Information shall not be  
6 deemed a waiver in whole or in part of its claim of confidentiality with respect to either the  
7 information so disclosed or any other related information, provided that the producing Party  
8 or non-party gives prompt notification, in writing, to the receiving Parties within thirty (30)  
9 days of discovery of the inadvertent disclosure. Disclosure of the document or information  
10 by the receiving Party before it is designated as Confidential Information shall not be deemed  
11 a violation of the provisions of this Protective Order.

13 16. Until further order of this Court, all provisions of this Protective Order regarding the  
14 production and use of Litigation Material and Confidential Information obtained in these  
15 proceedings shall survive the conclusion of these proceedings and shall continue to be  
16 binding on every Party, non-party, counsel and other person subject to this Protective Order  
17 and on all persons who have executed a Confidentiality Agreement. Any and all originals  
18 and copies of Litigation Materials designated as Confidential Information shall be at the  
19 request of the producing Party or non-party, be returned to the producing Party or non-party  
20 or (if no such request is made) destroyed within sixty (60) days of the conclusion of these  
21 proceedings, including any appeals thereof, provided, however, that counsel may maintain in  
22 its files one copy of each pleading or paper filed with the Court, a copy of the transcript of  
23 each deposition or hearing together with any exhibits marked at the deposition or hearing and  
24 documents constituting work produce that were generated during the course of these  
25 proceedings. Counsel who retains any Confidential Information pursuant to the terms of this  
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1 Paragraph shall continue to be subject to this Protective Order as long as such Confidential  
2 Information is retained.

3 17. Nothing in this Protective Order shall prevent any Party from seeking amendments  
4 broadening or restricting the rights of access to or the use of specific Confidential  
5 Information or otherwise modifying this Protective Order. In addition, this Protective Order  
6 may be amended by this Court upon the agreement of counsel of record and the filing of an  
7 amended stipulation.

8 18. A persons' compliance with the terms of this Protective Order shall not operate as an  
9 admission that any particular document is or is not (a) confidential, (b) privileged, (c)  
10 proprietary, (d) a trade secret, or (e) admissible in evidence in this action.

12 19. Nothing in this Protective Order shall limit or affect the rights of a producing Party or  
13 non-party to disclose, to authorize disclosure of, or to use in any way, its own Confidential  
14 Information. Nothing in this Protective Order shall impose any restrictions on the use or  
15 disclosure by any Party or non-party of any information or documents that are or become  
16 public or that are obtained by any Party or non-party through lawful means independent of  
17 discovery in the above-captioned proceedings, provided, however, that the unlawful or  
18 improper disclosure of Confidential Information by any person subject to this Protective  
19 Order shall not relieve any Party or non-party of its duties and obligations under this  
20 Protective Order to prevent further disclosure or dissemination of the Confidential  
21 Information.

23 20. The restrictions on disclosure and use of Confidential Information in this Protective Order  
24 shall continue after the conclusion of this action to be binding upon the Parties and all other  
25 persons to whom such information has been disclosed pursuant to the provisions of this  
26 Protective Order or any order of this Court. This Court shall have continuing jurisdiction to  
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1 enforce, modify, amend, or rescind this Protective Order notwithstanding the termination or  
2 conclusion of this action.

3 21. The undersigned counsels have the authority to execute this Protective Order on behalf of  
4 their clients.

5 The Clerk shall send a copy of this Order to counsel of record.

6 Dated this 8<sup>th</sup> day of July, 2013.

7 Dated this 8<sup>th</sup> day of July, 2013.

8 FREIMAN LAW, PLLC

9 MORTENSON & RAFIE

10 /s/ *Lawrence W. Freiman*

11 /s/ *Peter B. Mortenson*

12 Lawrence W. Freiman, Esq.  
10161 Park Run Drive, Suite 150  
11 Las Vegas, NV 89145  
12 Attorneys for Plaintiff

13 Peter B. Mortenson, Esq.  
10781 W. Twain Avenue  
14 Las Vegas, NV 89135  
15 Attorneys for Defendant AdvanStaff

16 Michael J. Freiman, Esq.  
17 Admitted Pro Hac Vice  
18 1450 2<sup>nd</sup> Street, Suite 214  
19 Santa Monica, CA 90401  
20 Attorneys for Plaintiff

21 Dated this 8<sup>th</sup> day of July, 2013  
22 CISNEROS & MARIAS  
23 /s/ *Janet C. Pancoast*

24 Janet C. Pancoast, Esq.  
1140 Town Center Drive, Suite 200  
25 Las Vegas, Nevada 89144  
26 Attorneys for Defendant  
27 Henderson Hyundai Superstore, Inc.

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## ORDER

**IT IS SO ORDERED** that the parties' Stipulated Protective Order (DKT #\_89 \_\_\_\_)  
is APPROVED.

Dated this 9th day of July, 2013.

George Foley Jr.  
MAGISTRATE JUDGE

Submitted by:

CISNEROS & MARIAS

/s/ Janet C. Pancoast

Janet C. Pancoast, Esq.  
1140 Town Center Drive, Suite 200  
Las Vegas, Nevada 89144  
Attorneys for Defendant  
Henderson Hyundai Superstore, Inc.

## **ACKNOWLEDGE AND AGREEMENT TO MAINTAIN CONFIDENTIALITY**

I, \_\_\_\_\_, understand that one of the parties in this action desires to disclose to me certain information that is confidential. I have read and I understand the Protective Order to which this Acknowledgement and Agreement is attached. I understand and acknowledge that the Protective Order governs my use of the Confidential Information.

I agree that I will not disclose any Litigation Material designated as Confidential Information (including any copies, summaries, extracts or notes of any such information) to any person, agency, institution, company or other entity, except those persons to whom disclosure is permitted under this Protective Order.

I further agree and hereby submit myself to the jurisdiction of the United States District Court for the District of Nevada with respect to any proceedings for enforcement or, or sanctions in connection with my use of Confidential Information under this Protective Order.

DATE: \_\_\_\_\_

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(Signature)

(Type or Print Name)